

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Cogent Strategies LLC

2. Registration Number

6927

3. Primary Address of Registrant

2550 M Street NW, 3rd Floor, Washington, DC 20037

4. Name of Foreign Principal

Embassy of the Republic of Iraq

5. Address of Foreign Principal

3421 Massachusetts Ave NW
Washington, DC 20007

6. Country/Region Represented

IRAQ

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Embassy of the Republic of Iraq

b) Name and title of official with whom registrant engages

Farheed Yasseen, Ambassador

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

01/01/2022Kimberley Fritts/s/Kimberley Fritts

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

12-31-21

Kimberley Fritts

Kimberley Fritts

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Cogent Strategies LLC

2. Registration Number
6927

3. Name of Foreign Principal
Embassy of the Republic of Iraq

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 12/23/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached copy of written agreement.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See Appendix for Response

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of the media and non-governmental organizations may be arranged.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
12/31/2021	Embassy of the Republic of Iraq	Fees	\$ 200,000.00

\$ 200,000.00

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>12-31-21</u>	<u>Kimberley Fritts</u>	<u>Kimberley Fritts</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Appendix

Response to Item 9

Item 9: Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Drafting and revising messaging and materials to advance Iraq's priorities in the U.S.
Conducting media outreach with Washington, U.S. and international print, broadcast and online media.
Monitoring the American media for relevant issues pertaining to the U.S-Iraqi relationship.
Conducting media training for the Ambassador and his interim and permanent successors, and providing media support for the transition between ambassadors.
Providing professional writing support for the Ambassador and high-level Iraqi officials.
Providing Embassy support for digital outreach efforts.

December 23, 2021

Ambassador Fareed Yasseen
Embassy of Iraq
3421 Massachusetts Ave., NW
Washington, DC 20007

Dear Ambassador Yasseen,

I am writing to confirm the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the Embassy of the Republic of Iraq in Washington, DC ("the Embassy").

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide the Embassy with public relations representation in the United States. All services in this agreement will be carried out solely in the United States. Changes to the scope of work after execution of this agreement may be subject to additional fees and work delays. Services include:
 - Drafting and revising messaging and materials to advance Iraq's priorities in the United States.
 - Conducting media outreach with Washington, U.S. and international print, broadcast and online media.
 - Monitoring the American media for relevant issues pertaining to the U.S.-Iraqi relationship.
 - Conducting media training for the Ambassador and his interim and permanent successors, and providing media support for the transition between ambassadors.
 - Providing professional writing support for the Ambassador and high-level Iraqi officials.
 - Providing Embassy support for digital outreach efforts.
2. **Fees.** For all public affairs services rendered by the firm, the Embassy shall pay Cogent a total fee of \$200,000, payable by check and upon execution of this agreement. Cogent will not commence its services until that payment is received. The check payment shall be mailed to the following address:

Name: Cogent Strategies LLC
Address (Line 1): 924 Half Moon Lane
Address (Line 2): Caseyville, IL 62232
3. **Expenses.** Expenses such as international or long-distance travel (including airfare, meals, and accommodations), international wire fees, international conference calls, marketing, and advertising expenses (including an industry-standard 15% commission rate and any requisite

placement fees), photography or videography expenses, image purchases, website maintenance, domain purchases, translation services, courier, shipping, and the like are billed to the Embassy, at cost, as incurred. Any expense over \$250 shall require preapproval.

4. **Term.** The term of this agreement runs from January 1, 2022, through December 31, 2022. Either party may terminate this agreement with 30 days' prior written notice, with pro-rated reimbursement made after 30 days' notice.
5. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.**
 - a. Cogent and the Embassy shall comply with any and all restrictions and requirements of the Foreign Agents Registrations Act, and any other applicable laws and regulations of the United States.
 - b. The Embassy represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent will be required to complete and file public disclosure forms in connection with this engagement. The Embassy agrees that it will immediately notify Cogent in the event of any changes to this information.
6. **Compliance with Disclosure Regulations and Other Applicable Laws.**
 - a. Cogent and the Embassy shall comply with any and all restrictions and requirements of the Lobbying Disclosure Act, and other applicable laws and regulations of the United States.
 - b. The Embassy represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent may be required to complete and file public disclosure forms in connection with this engagement. The Embassy agrees that it will immediately notify Cogent in the event of any changes to this information.
7. **Confidential Information.** Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.
8. **Intellectual Property Rights.** The Embassy recognizes that Cogent brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Cogent in the performance of the services under this agreement. The Embassy acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Cogent.
9. **Nonsolicitation.** During the term of this agreement and for six months after termination or expiration of this agreement, The Embassy shall not hire or solicit to hire as an employee or independent contractor, any person currently employed or engaged by Cogent who provides any services to the Embassy during the term of this agreement without the prior written consent of Cogent.

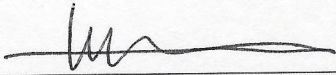
10. **Limitation on Damages.** Cogent is not liable to the Embassy for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
11. **Costs of Fee Dispute.** If disputes related to payment of fees or expenses occur and result in legal fees or costs for Cogent, the Embassy shall pay actual and reasonable legal fees and costs incurred by Cogent in connection with the successful collection of fees and expenses.
12. **Costs of Other Proceedings.** If litigation or other proceedings arise regarding services performed by Cogent for the Embassy under this agreement, and Cogent is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, the Embassy shall pay for Cogent's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where the Embassy is a named party to the litigation or other proceedings, and Cogent is not a named party. This Section survives the termination or expiration of this agreement.
13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the subject matter.
14. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.
15. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
16. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.
17. **Governing Law and Jurisdiction.** This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Kimberley Fritts
Founder & CEO

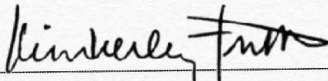
AGREED TO:



On behalf of the Embassy of the Republic of Iraq
in Washington, DC

Dec 23, 2021

Date



On behalf of Cogent Strategies LLC

12/24/2021

Date